

APPENDIX UNE

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**APPENDIX UNE
(UNBUNDLED NETWORK ELEMENTS)**

1. INTRODUCTION

- 1.1 This Appendix, Unbundled Network Elements (UNE), sets forth the terms and conditions pursuant to which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) agrees to furnish CLEC with access to UNEs. CLECs seeking to provide local exchange service to End Users through use of multiple AMERITECH-WISCONSIN UNEs are responsible for performing the functions necessary to combine the Unbundled Network Elements it requests from AMERITECH-WISCONSIN. CLEC's shall not combine Unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to Interconnect with AMERITECH-WISCONSIN's network. For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, AMERITECH-WISCONSIN means the applicable above listed ILEC doing business in Wisconsin.
- 1.4 The prices at which AMERITECH-WISCONSIN agrees to provide CLEC with Unbundled Network Elements (UNE) are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.
- 1.5 Except in the case of amendment pursuant to the terms of this agreement, the list of UNEs to be provided and the terms and conditions for providing the UNEs are as set forth herein.

2. GENERAL TERMS AND CONDITIONS

- 2.1 AMERITECH-WISCONSIN and CLEC may agree to connect CLEC's facilities with AMERITECH-WISCONSIN's network at any technically feasible point for access to UNEs for the provision by CLEC of a Telecommunications Service. ((Act, Section 251 (c)(2)(B); 47 CFR Section 51.305(a)(2)(vi)).

- 2.2 AMERITECH-WISCONSIN will provide CLEC nondiscriminatory access to UNEs (Act, Section 251(c)(3), Act, and Section 271(c)(2)(B)(ii); 47 CFR Section 51.307(a)):
- 2.2.1 At any technically feasible point (Act, Section 251(c)(3); 47 CFR Section 51.307(a));
 - 2.2.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR Section 51.307(a));
 - 2.2.3 In a manner that allows CLEC to provide a Telecommunications Service that may be offered by means of that UNE (Act, Section 251(c)(3); 47 CFR Section 51.307 (c));
 - 2.2.4 In a manner that allows access to the facility or functionality of a requested network element to be provided separately from access to other elements, and for a separate charge (47 CFR Section 51.307(d));
 - 2.2.5 With technical information regarding AMERITECH-WISCONSIN's network facilities to enable CLEC to achieve access to UNEs (47 CFR Section 51.307(e));
 - 2.2.6 Without limitations, restrictions, or requirements on requests that would impair CLEC's ability to provide a Telecommunications Service in a manner it intends (47 CFR Section 51.309(a));
 - 2.2.7 In a manner that allows CLEC purchasing access to UNEs to use such UNE to provide exchange access service to itself in order to provide interexchange services to subscribers (47 CFR Section 51.309(b));
 - 2.2.8 Where applicable, terms and conditions of access to UNEs shall be no less favorable than terms and conditions under which AMERITECH-WISCONSIN provides such elements to itself (47 CFR Section 51.313(b)).
 - 2.2.9 Only to the extent it has been determined by the FCC or Commission that these elements are required by the "necessary" and "impair" standards of the Act (Act, Section 251 (d)(2)). In the event that the FCC or Commission changes the list of required unbundled network elements, the parties shall comply with Section 4.0 of the General Terms and Conditions to make the necessary revisions to this Appendix.

- 2.3 As provided for herein, AMERITECH-WISCONSIN will permit CLEC exclusive use of an unbundled network facility for a period of time, and when CLEC is purchasing access to a feature, function, or capability of a facility, AMERITECH-WISCONSIN will provide use of that feature, function, or capability for a period of time (47 CFR § 51.309(c)).
- 2.4 AMERITECH-WISCONSIN will maintain, repair, or replace UNEs (47 CFR § 51.309(c)) as provided for in this Agreement.
- 2.5 Where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what AMERITECH-WISCONSIN provides itself or any subsidiary, affiliate, or other party (47 CFR § 51.311(a), (b)). If AMERITECH-WISCONSIN contends that it is not technically feasible, AMERITECH-WISCONSIN must make the showing to the Commission required by 47 CFR § 51.311(b).
- 2.6 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 2.7 UNEs provided to CLEC under the provisions of this Appendix shall remain the property of AMERITECH-WISCONSIN.
- 2.8 AMERITECH-WISCONSIN will not connect to or combine UNE's with any non-251 (c)(3) or other AMERITECH-WISCONSIN service offerings.
- 2.9 Provisioning/Maintenance of Unbundled Network Elements
- 2.9.1 Access to UNEs is provided under this Agreement over such routes, technologies, and facilities as AMERITECH-WISCONSIN may elect at its own discretion, provided that such routes, technologies and facilities are non-discriminatory with respect to the way AMERITECH-WISCONSIN provides services to its own end users, affiliates, or other carriers. AMERITECH-WISCONSIN will provide access to UNEs where technically feasible. Where facilities and equipment are not available, AMERITECH-WISCONSIN shall provision such modifications to facilities and equipment consistent with the facilities modification process in Accessible Letter CLEC AM00-153 and any further modifications thereto as reflected in issues A/F of the Interlocutory Order issued by the PSCW on December 15, 2000 in Docket 6720-TI-160 (FMOD), or any properly implemented successor thereto. However, CLEC may request and, to the extent required by law, AMERITECH-WISCONSIN may agree to provide UNEs, through the Bona Fide Request (BFR) process. All of the UNEs provided for under this Agreement shall be presumed to be technically feasible within the AMERITECH-WISCONSIN exchange areas.

- 2.9.2 Subject to the terms herein, AMERITECH-WISCONSIN is responsible only for the installation, operation and maintenance of the Unbundled Network Elements it provides. AMERITECH-WISCONSIN is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those UNEs.
- 2.9.3 Where UNEs provided to CLEC are dedicated to a single End User, if such UNEs are for any reason disconnected they shall be made available to the telecommunications service provider of End User's choice. CLEC agrees to relinquish control of any such UNE concurrent with End User's selection of a different telecommunications service provider or within 45 days if the End User fail to select a new telecommunications service provider.
- 2.9.4 CLEC shall make available at mutually agreeable times the UNEs provided pursuant to this Appendix in order to permit AMERITECH-WISCONSIN to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. Any interruptions involved during such testing and adjustments shall be no longer than reasonably necessary.
- 2.9.5 In the event of interference or impairment of the quality of service between services or facilities of CLEC and AMERITECH-WISCONSIN the parties agree to the following:
- 2.9.5.1 The party that first becomes aware of the interference will provide notice to the other party as soon as possible.
- 2.9.5.2 The parties will work cooperatively to determine the source of the interference and to implement mutually agreeable solutions that provide for the minimum negative impact to either party's products and services. However, CLEC acknowledges that multiple carriers connect to AMERITECH-WISCONSIN's network and in some instances the solution that minimizes the impact to the greatest number of carriers and end users may require that a facility, product, or service of CLEC be temporarily disconnected until the interference can be corrected.
- 2.9.5.3 If the parties are unable to agree upon a solution, either party may invoke the dispute resolution provisions of the Agreement, provided that a party may apply for injunctive relief immediately if such is required to prevent irreparable harm.
- 2.9.6 When a AMERITECH-WISCONSIN provided tariffed or resold service is replaced by CLEC's facility based service using any AMERITECH-WISCONSIN provided UNE(s), CLEC shall issue an appropriate service requests, which shall serve to both disconnect the existing service and

connect new service to CLEC's End User. This requests will be processed by AMERITECH-WISCONSIN, and CLEC will be charged the applicable UNE service order charge one time, in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using AMERITECH-WISCONSIN provided UNEs is converted to a different CLEC's service which also uses any AMERITECH-WISCONSIN provided UNE, the requesting CLEC shall issue an appropriate service request which shall serve to both disconnect the existing service and connect new service to the requesting CLEC's End User. This requests will be processed by AMERITECH-WISCONSIN and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.

2.9.7 CLEC shall connect equipment and facilities that are compatible with the AMERITECH-WISCONSIN Network Elements and shall use UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.

2.9.8 CLEC may not use an unbundled network element in combination with a tariffed service element to the extent prohibited by the FCC.

2.10 Performance of UNEs

2.10.1 Each UNE will be provided in accordance with AMERITECH-WISCONSIN Technical Publications or other written descriptions, if any, as changed from time to time by AMERITECH-WISCONSIN at its sole discretion. All UNEs will be provided at the same rates terms and conditions and with the same quality of service as AMERITECH-WISCONSIN provides for itself, any affiliate or any other telecommunications carrier.

2.10.2 Nothing in this Appendix will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98.

2.10.3 AMERITECH-WISCONSIN may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, CLEC orders for unbundled network elements from that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension AMERITECH-WISCONSIN places on itself for orders from its customers. AMERITECH-WISCONSIN will provide CLEC with at least the notice required under 2.10.2.

- 2.10.4 CLEC will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations, or procedure of AMERITECH-WISCONSIN, minimum network protection criteria, or operating or maintenance characteristics of the facilities.
- 2.11 CLEC may order from AMERITECH-WISCONSIN multiple individual Network Elements on a single order without the need to have CLEC send an order for each such Unbundled Network Element if such Unbundled Network Elements are (i) for a single type of service, (ii) for a single location, and (iii) for the same account and CLEC provides on the order the same detail as required when such Unbundled Network Elements are ordered individually.
- 2.12 AMERITECH-WISCONSIN shall provide a Single Point of Contact ("SPOC") for purposes of problem resolution or escalation at each AMERITECH-WISCONSIN ordering and provisioning center including but not limited to: 1) the Local Service Center "LSC"; and 2) the Local Operations Center "LOC". Each SPOC shall be trained to answer questions and resolve problems in connection with the provisioning, repair and maintenance of Unbundled Network Elements. For each SPOC, CLEC will be provided with telephone number and/or pager. AMERITECH-WISCONSIN shall provide an up to date escalation list via account management or on AMERITECH-WISCONSIN's CLEC Online website to be used when the SPOC is not responsive or unable to resolve the issue. Notice of any changes to the escalation list will be sent according to the notice provisions of this Agreement.
- 2.13 AMERITECH-WISCONSIN will provide CLEC with a Firm Order Confirmation (FOC) for each order. If AMERITECH-WISCONSIN encounters a circumstance where it is aware that it cannot meet the above requirements, AMERITECH-WISCONSIN must provide notice to CLEC. The FOC will be provided in accordance with OBF guidelines and will contain the AMERITECH-WISCONSIN commitment date for order completion ("**Committed Due Date**"), which Committed Due Date shall be established on a nondiscriminatory basis with respect to installation dates for comparable orders at such time.
- 2.14 AMERITECH-WISCONSIN will provide CLEC electronically, via OSS, with a completed order confirmation per order.
- 2.15 Intentionally omitted.
- 2.16 Intentionally omitted.
- 2.17 AMERITECH-WISCONSIN shall provide notification electronically of any instances when AMERITECH-WISCONSIN's Committed Due Dates are in

jeopardy of not being met by AMERITECH-WISCONSIN on any element or feature contained in any order for a Unbundled Network Element. For orders subject to FMOD, AMERITECH-WISCONSIN shall provide notice consistent with FMOD.

- 2.18 CLEC may request and AMERITECH-WISCONSIN may agree to perform cooperative testing with CLEC (including trouble shooting to isolate any problems) to test Unbundled Network Elements purchased by CLEC in order to identify any performance problems at Time and Material charges as reflected in Appendix Pricing or the applicable tariff.

3. ACCESS TO UNE CONNECTION METHODS

- 3.1 This Section describes the connection methods under which AMERITECH-WISCONSIN agrees to provide CLEC with access on an unbundled basis to loops, switch ports, and dedicated transport and the conditions under which AMERITECH-WISCONSIN makes these methods available. These methods provide CLEC access to multiple AMERITECH-WISCONSIN UNEs which the CLEC may then combine. The methods listed below provide CLEC with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

- 3.1.1 Subject to availability of space and equipment, CLEC may use the methods listed below to access and combine loops, switch ports, and dedicated transport within a requested AMERITECH-WISCONSIN Central Office.

3.1.1.1 (Method 1)

AMERITECH-WISCONSIN will extend AMERITECH-WISCONSIN UNEs requiring cross connection to the CLEC's Physical Collocation Point of Termination (POT) when the CLEC is Physically Collocated, in a caged or shared cage arrangement, within the same Central Office where the UNEs which are to be combined are located.

3.1.1.2 (Method 2)

AMERITECH-WISCONSIN will extend AMERITECH-WISCONSIN UNEs that require cross connection to the CLEC's UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.

3.1.1.3 (Method 3)

AMERITECH-WISCONSIN will extend AMERITECH-WISCONSIN UNEs to the CLEC's UNE frame that is located outside the AMERITECH-WISCONSIN Central Office where the UNEs are to be combined in a closure such as a cabinet provided by AMERITECH-WISCONSIN on AMERITECH-WISCONSIN property.

3.2 The following terms and conditions apply to all methods when AMERITECH-WISCONSIN provides access pursuant to Sections 3.1.1.1 through 3.1.1.3:

- 3.2.1 Within ten (10) business days of receipt of a written request for access to UNEs involving three (3) or fewer Central Offices, AMERITECH-WISCONSIN will provide a written reply notifying the requesting CLEC of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to UNEs.
- 3.2.2 Access to UNEs via Method 1 is only available to Physically Collocated CLECs. Access to UNEs via Method 2 and Method 3 is available to both Collocated and Non-Collocated CLECs. Method 2 and Method 3 are subject to availability of AMERITECH-WISCONSIN Central Office space and equipment.
- 3.2.3 The CLEC may cancel the request at any time, but will pay AMERITECH-WISCONSIN's reasonable and demonstrable costs for modifying AMERITECH-WISCONSIN's Central Office up to the date of cancellation.
- 3.2.4 CLECs may elect to access AMERITECH-WISCONSIN's UNEs through Physical Collocation arrangements.
- 3.2.5 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.
- 3.2.6 CLEC shall refer trouble sectionalized in the AMERITECH-WISCONSIN UNE to AMERITECH-WISCONSIN.
- 3.2.7 Prior to AMERITECH-WISCONSIN providing access to UNEs under this Appendix, CLEC and AMERITECH-WISCONSIN shall provide each other with a point of contact for overall coordination.
- 3.2.8 CLEC shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.

- 3.2.9 All tools, procedures, and equipment used by CLEC to connect to AMERITECH-WISCONSIN's network shall comply with technical standards set out in SBC Local Exchange Carrier Technical Document TP76299MP, to reduce the risk of damage to the network and customer disruption.
- 3.2.10 CLEC shall be responsible for CLEC's personnel observing AMERITECH-WISCONSIN's site rules and regulations, including but not limited to safety regulations and security requirements, and for working in harmony with others while present at the site. If AMERITECH-WISCONSIN for any reasonable and lawful reason requests CLEC to discontinue furnishing any person provided by CLEC for performing work on AMERITECH-WISCONSIN's premises, CLEC shall immediately comply with such request. Such person shall leave AMERITECH-WISCONSIN's premises promptly, and CLEC shall not furnish such person again to perform work on AMERITECH-WISCONSIN's premises without AMERITECH-WISCONSIN's consent.
- 3.2.11 CLEC shall provide positive written acknowledgment that the requirements stated in Section 3.2.10 have been satisfied for each employee requiring access to AMERITECH-WISCONSIN premises and/or facilities. AMERITECH-WISCONSIN identification cards will be issued for any CLEC employees who are designated by CLEC as meeting the necessary requirements for access. Entry to AMERITECH-WISCONSIN premises will be granted only to CLEC employees with such identification.
- 3.2.12 CLEC shall designate each network element being ordered from AMERITECH-WISCONSIN. CLEC shall provide an interface to receive assignment information from AMERITECH-WISCONSIN regarding location of the extended UNEs. This interface may be manual or mechanized.
- 3.2.13 AMERITECH-WISCONSIN will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with AMERITECH-WISCONSIN shall be referred to such contact numbers.
- 3.2.14 The CLEC shall provide its own administrative Telecommunication Service at each facility and all materials needed by CLEC at the work site. The use of cellular telephones is not permitted in AMERITECH-WISCONSIN equipment areas.
- 3.2.15 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs.

3.2.15.1 Where applicable, costs for modifying a building or preparing the premises for access to AMERITECH-WISCONSIN UNEs will be made on an individual case basis (ICB).

3.2.15.2 AMERITECH-WISCONSIN will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges) in increments of one (1) square foot. For this reason, AMERITECH-WISCONSIN will ensure that the first CLEC obtaining Access to UNEs in a AMERITECH-WISCONSIN premises will not be responsible for the entire cost of site preparation and security.

3.2.15.3 AMERITECH-WISCONSIN will contract for and perform the construction and preparation activities using same or consistent practices that are used by AMERITECH-WISCONSIN for other construction and preparation work performed in the building.

4. INTENTIONALLY OMITTED

5. BONA FIDE REQUEST

5.1 This Bona Fide Request process described in Item I of this Section 5 applies to each Bona Fide Request submitted in the AMERITECH-WISCONSIN Territory.

5.2 ITEM I Bona Fide Request Process

5.2.1 A Bona Fide Request (“BFR”) is the process by which CLEC may request AMERITECH-WISCONSIN to provide CLEC access to new, undefined UNE, (a “Request”), that is required to be provided by AMERITECH-WISCONSIN under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC’s request. FMOD rather than a BFR is applicable when CLEC orders a UNE currently defined in this Agreement but such requested UNE is not available. In addition, FMOD's cost analysis quote process, rather than a BFR, is applicable when CLEC orders a UNE currently defined in this Agreement but such requested UNE is not available.

5.2.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.

5.2.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the sections of the TCNet.ameritech.com, if one of the Parties is AMERITECH-WISCONSIN.

Included with the Application CLEC shall provide a technical description of each requested UNE or combination of UNEs, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.

- 5.2.4 CLEC is responsible for all costs incurred by AMERITECH-WISCONSIN to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC has two options to compensate AMERITECH-WISCONSIN for its costs incurred to complete the Preliminary Analysis of the BFR:
- 5.2.4.1 Include with its BFR Application Form a \$2,000 deposit to cover AMERITECH-WISCONSIN preliminary evaluation costs, in which case AMERITECH-WISCONSIN, may not charge CLEC in excess of \$2,000 to complete the Preliminary Analysis; or
- 5.2.4.2 Not make the \$2,000 deposit, in which case CLEC shall be responsible for all preliminary evaluation costs incurred by AMERITECH-WISCONSIN to complete the preliminary Analysis (regardless of whether such costs are greater or less than \$2,000).
- 5.2.5 If CLEC submits a \$ 2,000 deposit with its BFR, and AMERITECH-WISCONSIN is not able to process the Request or determines that the Request does not qualify for BFR treatment, then AMERITECH-WISCONSIN will return the \$2,000 deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than \$2,000, the balance of the deposit will, at the option of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC.
- 5.2.6 Upon written notice, CLEC may cancel a BFR at any time, but will pay AMERITECH-WISCONSIN its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date AMERITECH-WISCONSIN received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a \$2,000 deposit has been made by CLEC, and the reasonable and demonstrable costs are less than \$2,000, the remaining balance of the deposit will be, at the option of the CLEC, either returned to CLEC or credited toward additional developmental costs authorized by CLEC.
- 5.2.7 AMERITECH-WISCONSIN will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt AMERITECH-WISCONSIN will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begins once AMERITECH-

WISCONSIN has received a complete and accurate BFR Application Form and, if applicable, \$2,000 deposit.

- 5.2.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, AMERITECH-WISCONSIN will provide to CLEC a preliminary analysis of such Request (the “Preliminary Analysis”). The Preliminary Analysis will (i) indicate that AMERITECH-WISCONSIN will offer the Request to CLEC or (ii) advise CLEC that AMERITECH-WISCONSIN will not offer the Request. If AMERITECH-WISCONSIN indicates it will not offer the Request, AMERITECH-WISCONSIN will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: i) access to the Request is not technically feasible, ii) that the Request is not required to be provided by AMERITECH-WISCONSIN under the Act and/or, iii) that the BFR is not the correct process for the request.
- 5.2.9 If the Preliminary Analysis indicates that AMERITECH-WISCONSIN will offer the Request, CLEC may, at its discretion, provide written authorization for AMERITECH-WISCONSIN to develop the Request and prepare a “BFR Quote”. The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. CLEC’s written authorization to develop the BFR Quote must be received by AMERITECH-WISCONSIN within thirty (30) calendar days of CLEC’s receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and CLEC will pay to AMERITECH-WISCONSIN all demonstrable costs as set forth above. Any request by CLEC for AMERITECH-WISCONSIN to proceed with a Request received after the thirty (30) calendar day window will require CLEC to submit a new BFR.
- 5.2.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, AMERITECH-WISCONSIN shall provide to CLEC a BFR Quote.
- 5.2.11 Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse AMERITECH-WISCONSIN for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix BFR, exercise its rights under Section 16 of the GTC. If AMERITECH-WISCONSIN does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse

AMERITECH-WISCONSIN for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC).

5.2.12 Unless CLEC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.

5.2.13 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to Section 16 of the GTC.

6. NETWORK INTERFACE DEVICE

6.1 The Network Interface Device (NID) is the unbundled network element that connects AMERITECH-WISCONSIN's loop distribution plant facilities to the End User's premises wiring, and includes all features, functions, and capabilities of the facilities used to connect the loop distribution plant to the premises wiring, regardless of the particular design of the NID mechanism. The NID includes any means of interconnection of the End User's premises wiring to AMERITECH-WISCONSIN's distribution plant. CLEC access to the NID is offered as specified below (AMERITECH-WISCONSIN).

6.2 AMERITECH-WISCONSIN will permit CLEC to connect its CLEC provided local loop to customers' inside wiring through AMERITECH-WISCONSIN's NID. The CLEC must establish the connection to AMERITECH-WISCONSIN's NID through an adjoining NID.

6.3 CLEC may connect to the customer's inside wire at the AMERITECH-WISCONSIN NID, as is, at no charge. Any repairs, upgrade and rearrangements to the NID required by CLEC will be performed by AMERITECH-WISCONSIN based on time and material charges. Such charges are reflected in the state specific Appendix PRICING. AMERITECH-WISCONSIN, at the request of CLEC, will disconnect the AMERITECH-WISCONSIN local loop from the NID, at charges reflected in the state specific Appendix Pricing. In addition pursuant to the Interlocutory Order issued by the WPSC on December 15, 2000, in Docket 6720-TI-160:

6.3.1 AMERITECH-WISCONSIN will move an internal "protector" or "station block" (which are defined as a grandfathered demarcation point that contains a non-jacked end (RJ11 or RJ21) type device) to an external location with a RJ-type device at no charge to the CLEC. AMERITECH-WISCONSIN will perform such work, if it makes a customer premise visit for any reason, unless the customer specifically requests that protector, or station block not be moved. The protector or station block will be replaced with a RJ-jacked type device on an external location and AMERITECH-WISCONSIN will

reconnect the new device to the customers existing inside wire, except if the end user specifically directs the location to be internal. This work will be performed at no charge. AMERITECH-WISCONSIN will move a working internal NID to an external location at Ameritech-Wisconsin's existing time and material charges on a nondiscriminatory basis for retail and wholesale customers if the CLEC places an order for such work. AMERITECH-WISCONSIN will waive such charges for CLEC-requested NID moves for a period of six months from the date of the Order in this proceeding.

- 6.3.2 CLEC may request an audit of AMERITECH-WISCONSIN's records to determine if protectors were not moved during previous technician visits. Such an audit by a CLEC may not be requested more frequently than every six months. A CLEC which requests such an audit will provide a list of orders where the CLEC required Ameritech to move a protector and Ameritech will audit its records to determine, if in any of those cases, a technician made a premises visit after the effective date of the Order in case No. 6720-TI-160.
- 6.4 With respect to multiple dwelling units or multiple-unit business premises, CLEC will provide its own NID, and will connect directly with the customer's inside wire, or may connect with the customers inside wire via AMERITECH-WISCONSIN's NID where necessary.
- 6.5 The AMERITECH-WISCONSIN NIDs that CLEC uses under this Appendix will be existing NIDs installed by AMERITECH-WISCONSIN to serve its customers.
- 6.6 Upon request, AMERITECH-WISCONSIN will dispatch a technician to tag an existing End User's inside wire facilities on the End User's side of the NID. In such cases, a NID "Premise Visit" charge shall apply at charges reflected on Appendix Pricing.
- 6.7 CLEC shall not attach to or disconnect AMERITECH-WISCONSIN's ground. CLEC shall not cut or disconnect AMERITECH-WISCONSIN's loop from the NID and/or its protector. CLEC shall not cut any other leads in the NID.

7. LOCAL LOOP

- 7.1 A "loop" is a dedicated transmission path between a distribution frame (or its equivalent) in a AMERITECH-WISCONSIN Central Office and the loop demarcation point at an End User premises, including any inside wire owned by AMERITECH-WISCONSIN. CLEC agrees to operate each loop type within the technical descriptions specified below. Unbundled loops are offered as specified below (AMERITECH-WISCONSIN). The loop network element includes all features, functions and capabilities of the transmission facilities, including dark fiber, and attached electronics [except for those used to provision advanced services, such

as DSLAMs] owned by AMERITECH-WISCONSIN, between AMERITECH-WISCONSIN's central office and the loop demarcation point at the customer premise. AMERITECH-WISCONSIN shall, upon request, condition loops to attain full functionality and capabilities.

7.1.1 AMERITECH-WISCONSIN agrees to comply with the "Hot Cut" process described as Issue G in Appendix B of the Interlocutory Order issued by the PSCW on December 15, 2000, in docket 6720-TI-160.

7.2 AMERITECH-WISCONSIN will provide at the rates, terms, and conditions set out in this Appendix and in the state specific Appendix Pricing, on the following:

7.2.1 2-Wire Analog Loop

7.2.1.1 A 2-Wire analog loop is a transmission path which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

7.2.1.2 If CLEC requests one or more unbundled Loops serviced by Integrated Digital Loop Carrier (IDLC) AMERITECH-WISCONSIN will, where available, move the requested unbundled Loop(s) to a spare, existing Physical or a universal digital loop carrier unbundled Loop at no additional charge to CLEC. If, however, no spare unbundled Loop is available, AMERITECH-WISCONSIN will within two (2) business days, excluding weekends and holidays, of CLEC's request, notify CLEC of the lack of available facilities.

7.2.2 4-Wire Analog Loop

7.2.2.1 A 4-Wire analog loop is a transmission path that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

7.2.3 2-Wire Digital Loop

7.2.3.1 A 2-Wire 160 Kbps digital loop is a transmission path which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.

7.2.4 4-Wire Digital Loop

7.2.4.1 A 4-Wire 1.544 Mbps digital loop is a transmission path that will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

7.2.5 DSL-Capable Loop

7.2.5.1 DSL-Capable Loop will be provided according to Appendix DSL.

7.2.6 Dark Fiber

In the AMERITECH-WISCONSIN region, dark fiber is deployed, unlit fiber optic cable that connects two points within the incumbent LEC's network. Dark fiber is fiber that has not been activated through connection to the electronics that "light it", and thereby render it capable of carrying communications services. Dark Fiber is fiber that is spliced in all segments from end to end and would provide continuity or "light" end to end. CLEC may only subscribe to dark fiber that is considered "spare," as defined in Sections 12.4.1 and 12.5.1, below.

7.2.6.1 Interoffice Dark Fiber AMERITECH-WISCONSIN will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element. Interoffice dark fiber is between two different AMERITECH-WISCONSIN Central Offices (CO's) and terminates on a fiber distribution frame, or equivalent, in the CO. AMERITECH-WISCONSIN will offer its dark fiber to CLEC when CLEC has collocation space in each AMERITECH-WISCONSIN CO where the fibers terminate.

7.2.6.2 Loop Fiber AMERITECH-WISCONSIN will provide loop dark fiber as an unbundled network element. Loop dark fiber is a segment between a serving AMERITECH-WISCONSIN central office and an end user customer premise.

7.2.6.3 Sub-loop Fiber AMERITECH-WISCONSIN will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber is a segment between:

7.2.6.3.1 the serving AMERITECH-WISCONSIN central office and a remote terminal/CEV/Hut; or

7.2.6.3.2 a remote terminal/CEV/Hut and an end user customer premise.

7.2.6.4 At CO's the dark fiber terminates on a fiber distribution frame, or equivalent, in the CO. CLEC access is provided pursuant Method One (Section 3.1.1.1, above).

7.2.6.5 At remote terminals, CEVs and Huts, CLEC access to the dark fiber will be provided via the network demarcation point at the end user customer premises and via a fiber distribution frame at the remote terminal/CEV/Hut.

7.2.6.6 Spare Fiber Inventory Availability and Condition

7.2.6.6.1 All available spare dark fiber will be provided as is. No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned, and spare dark fiber does not include maintenance spares, fibers set aside and documented for AMERITECH-WISCONSIN's forecasted growth, defective fibers, or fibers subscribed to by other carriers. CLEC will not request any more than 25% of the spare dark fiber contained in the requested segment.

7.2.6.7 Determining Spare Fibers: AMERITECH-WISCONSIN will inventory and track spare dark fibers. Spare fibers do not include the following:

7.2.6.7.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working pair. Spare maintenance fibers are assigned as follows:

- Cables with 24 fibers and less: two maintenance spare fibers
- Cables with 36 and 48 fibers: four maintenance spare fibers
- Cables with 72 and 96 fibers: eight maintenance spare fibers
- Cables with 144 fibers: twelve maintenance spare fibers
- Cables with 216 fibers: 18 maintenance spares
- Cables with 288 fibers: 24 maintenance spares
- Cables with 432 fibers: 36 maintenance spares
- Cables with 864 fibers: 72 maintenance spares.

7.2.6.7.2 Defective fibers

7.2.6.7.3 AMERITECH-WISCONSIN growth fibers. Fibers documented as reserved by AMERITECH-WISCONSIN for utilization for growth within the 12 month-period following the carrier's request.

7.2.6.8 Quantities and Time Frames for ordering Dark Fiber:

7.2.6.8.1 The minimum number of fiber strands that CLEC can order is two, and fiber strands must be ordered in multiples of two. The maximum number of fiber strands that CLEC can order is no greater than 25% of the spare facilities in the segment requested. (See definition of spare facilities set forth in Sections 12.4.1 and 12.5.1 above.)

7.2.6.8.2 If CLEC wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing once rates have been established. Said prices will be provided by AMERITECH-WISCONSIN in writing to CLEC as soon as possible, but in any event by May 17, 2000, or within 30 days after approval of this Agreement, whichever is later. CLEC will advise AMERITECH-WISCONSIN within 10 days of receipt whether prices are acceptable. If some or all rates are acceptable to CLEC, the Parties will immediately amend the Pricing Appendix to reflect such prices as are acceptable. The Parties will meet within 30 days of receipt of the prices by CLEC to negotiate regarding any price that is unacceptable to CLEC. If the Parties are unable to reach agreement on all prices within 30 days of the beginning of negotiations on the prices, either Party may file with the Public Utility Commission requesting a determination of the appropriate TELRIC based pricing. Any determination by the Public Utility Commission on the appropriate price will be applied retroactively and subject to true-up.

7.2.6.8.2.1 If spare dark fiber is available, as determined under this Agreement,

AMERITECH-WISCONSIN will notify CLEC and CLEC may place an Access Service Request (ASR) for the dark fiber. AMERITECH-WISCONSIN will respond to a dark fiber facilities inquiry from CLEC as to the availability of a particular segment or segments within ten (10) business days from receipt of valid inquiry request.

7.2.6.8.3 Dark fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve dark fiber. When CLEC submits the ASR, the ASR will be processed and the dark fiber facilities assigned for the charges which will be established as set forth in paragraph 12.6.2

7.2.6.9 Right of Revocation of Access to Dark Fiber

7.2.6.9.1 In accordance with the Interlocutory order issued by the PSCW in the WI OSS Collaborative Proceedings (Docket 6720-TI-160), AMERITECH-WISCONSIN may reclaim dark fiber from a CLEC upon at least 12 months written notice to the CLEC only if:

7.2.6.9.1.1 AMERITECH-WISCONSIN negotiates with the CLEC in good faith to address the CLEC's concerns related to Ameritech's proposed reclamation, including issues related to coordination and timing for the purpose of minimizing service disruption;

7.2.6.9.1.2 AMERITECH-WISCONSIN demonstrates to the satisfaction of the CLEC or the Commission that AMERITECH-WISCONSIN reasonably needs the dark fiber to meet its carrier-of-last-resort responsibilities within 12 months following the reclamation; and

7.2.6.9.1.3 AMERITECH-WISCONSIN provides the CLEC with an alternative facility with

the same bandwidth the CLEC was using or had a contractual commitment with an End User to provide prior to Ameritech reclaiming the facility, provided the alternative facility does not result in any additional costs or charges to the CLEC or reduce the quality of the CLEC's services.

7.2.6.10 Access Methods specific to Dark Fiber The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in an AMERITECH-WISCONSIN approved splitter shelf. This arrangement allows for non-intrusive testing.

7.2.6.11 Installation and Maintenance for Dark Fiber AMERITECH-WISCONSIN will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the CLEC equipment.

7.2.7 Sub-Loop Elements

AMERITECH-WISCONSIN will provide sub-loop elements as unbundled network elements as set forth in this Appendix.

7.2.7.1 A sub-loop unbundled network element is an existing spare portion of the loop that can be accessed at accessible terminals. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within including any technically feasible point near the customer premises, such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises, the feeder distribution interface (FDI), where the trunk line, or "feeder" leading back to the central office and the "distribution" plant branching out to the subscribers meet, the Main Distributing Frame (MDF), the Remote Terminal (RT), the Serving Area Interface (SAI), and Terminal (underground or aerial).

7.2.7.2 CLEC may request access to the following sub-loop segments:

<u>FROM:</u>	<u>TO:</u>
1. Main Distributing Frame	Remote Terminal
2. Main Distributing Frame	Serving Area Interface or Feeder Distribution Interface
3. Main Distributing Frame	Terminal
4. Remote Terminal	Serving Area Interface or

	Feeder Distribution Interface
5. Remote Terminal	Terminal
6. Remote Terminal	Network Interface Device
7. Serving Area Interface or Feeder Distribution Interface	Terminal
8. Serving Area Interface or Feeder Distribution Interface	Network Interface Device
9. Terminal	Network Interface Device
10. NID	Stand Alone
11. *SPOI (Single Point of Interface)	Stand Alone

* Provided using the BFR Process. In addition, if a CLEC requests an Interconnection Point which has not been identified, the CLEC will need to submit a BFR.

7.2.7.3 The space available for collocating and interconnecting at various sub-loop access points will vary depending on the existing plant at a particular location. Prior to ordering sub-loop facilities, CLEC will establish Collocation and/or the sub-loop interconnection arrangement(s) necessary to interconnect to the AMERITECH-WISCONSIN sub-loop network. When CLEC submits a request to provide information on sub-loop(s) availability, appropriate rates for the engineering and other associated costs performed will be charged. Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific sub-loop circuit(s). The assignment of sub-loop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering sub-loop facilities. Spare sub-loop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a “first come first serve” basis. Sub-loop inquiries do not serve to reserve sub-loop(s).

7.2.7.4 Several options exist for Collocation or sub-loop interconnection arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis. Should additional rights of way be required to accommodate CLEC's access to sub-loop request, CLEC will be responsible for obtaining such rights of way prior to submitting the ASR. Also, prior to submitting the ASR the CLEC will have the “Collocation” and “Poles, Conduit, and Row” appendices in the Agreement to provide

the guidelines for both CLEC and ILEC to successfully implement sub-loops.

- 7.2.7.5 Subloops will be provided without conditioning, unless conditioning of subloops is requested by CLEC. Pricing for conditioning of subloops will be pursuant to Appendix Pricing. All other terms and conditions related to conditioning of subloops will be pursuant to the terms and conditions that would control conditioning of the full loop of which the particular ordered subloop is a part.
- 7.2.7.6 Sub-loops are not available for combination by AMERITECH-WISCONSIN with any Unbundled Network Elements or service.
- 7.2.7.7 The Parties acknowledge that by separating feeder plant from distribution plant, the ability to perform mechanized testing and monitoring of the sub-loop from the AMERITECH-WISCONSIN switch will be lost.
- 7.2.7.8 Access to sub-loop will include two-wire and four-wire analog voice-grade sub-loops, two-wire and four-wire DSL sub-loops, two-wire digital (ISDN) sub-loops, four-wire DS1 sub-loops, and DS3 sub-loops. Each of the listed sub-loops will be similar to the related existing unbundled loop product offering. Access to the sub-loop unbundled network elements will be provided at TELRIC based prices. Said prices will be in accordance with Appendix Pricing..
- 7.2.7.9 Unbundled DS1 and DS3 sub-loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), including but not limited to the requirement that significant local exchange traffic in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with processes implementing the Supplemental Order.

7.2.8 Loop Frequency Unbundling

- 7.2.8.1 The High Frequency Portion of the Loop (HFPL) will be provided according to Appendix DSL.

8. LOCAL SWITCHING

- 8.1 At the present time CLEC does not require this service. If CLEC desires this service in the future it will so notify AMERITECH-WISCONSIN, and the parties agree to negotiate in good faith to reach agreement on terms, conditions and pricing for this service, which will be embodied in a written document to be executed by the parties.

9. SHARED TRANSPORT

- 9.1 At the present time CLEC does not require this service. If CLEC desires this service in the future it will so notify AMERITECH-WISCONSIN, and the parties agree to negotiate in good faith to reach agreement on terms, conditions and pricing for this service, which will be embodied in a written document to be executed by the parties.

10. TANDEM SWITCHING

- 10.1 At the present time CLEC does not require this service. If CLEC desires this service in the future it will so notify AMERITECH-WISCONSIN, and the parties agree to negotiate in good faith to reach agreement on terms, conditions and pricing for this service, which will be embodied in a written document to be executed by the parties.

11. PACKET SWITCHING

- 11.1 At the present time CLEC does not require this service. If CLEC desires this service in the future it will so notify AMERITECH-WISCONSIN, and the parties agree to negotiate in good faith to reach agreement on terms, conditions and pricing for this service, which will be embodied in a written document to be executed by the parties.

12. INTEROFFICE TRANSPORT

- 12.1. The Interoffice Transport (IOT) network element is defined as AMERITECH-WISCONSIN interoffice transmission facilities dedicated to a particular CLEC that provide telecommunications between Wire Centers owned by AMERITECH-WISCONSIN, or requesting CLEC, or between switches owned by AMERITECH-WISCONSIN or CLEC. IOT will be provided only where such facilities exist at the time of CLEC request
- 12.2. AMERITECH-WISCONSIN will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.
- 12.3. Unbundled Dedicated Transport
- 12.3.1. Unbundled Dedicated Transport (UDT) is an interoffice transmission path dedicated to a particular CLEC that provides telecommunications (when

facilities exist and technically feasible) between two Wire Centers or switches owned by AMERITECH-WISCONSIN or between a Wire Center or switch owned by AMERITECH-WISCONSIN and a CLEC owned or provided switch. The Parties agree that UDT may not be used to replace access services, except as otherwise specifically set out herein.

12.3.2. AMERITECH-WISCONSIN will provide Dedicated Transport as a point to point circuit dedicated to the CLEC at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps), and OC48 (2488.32 Mbps).

12.3.3. UDT includes the following elements:

12.3.3.1. Interoffice Transport Facility– Is a circuit between two AMERITECH-WISCONSIN Wire Centers.

12.3.3.2. Entrance Facility – Is a circuit from AMERITECH-WISCONSIN serving Wire Center to the CLEC's location.

12.3.3.3. Multiplexing – Is an option ordered in conjunction with dedicated transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as UDT entrance facility and/or interoffice transport.

12.3.3.4. Other Optional features are outlined in Appendix Pricing.

12.4. Diversity

12.4.1. When requested by CLEC and only where such interoffice facilities exist at the time of CLEC request, Physical diversity shall be provided for Unbundled Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

12.4.2. AMERITECH-WISCONSIN shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by the CLEC shall be subject to additional charges. When additional costs are incurred by AMERITECH-WISCONSIN for CLEC specific diversity, AMERITECH-WISCONSIN will advise CLEC of the applicable additional charges. AMERITECH-WISCONSIN will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be

abated from the time diversity is requested until CLEC accepts the additional charges

12.5. Digital Cross-Connect System (DCS)

12.5.1. AMERITECH-WISCONSIN will offer Digital Cross-Connect System (DCS) as part of the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers. DCS requested by CLEC shall be subject to additional charges as outlined in pricing schedule appendix.

12.6. Network Reconfiguration Service (NRS)

12.6.1. AMERITECH-WISCONSIN will offer reconfiguration service as part of the UDT element with the same functionality that is offered to interexchange carriers. Reconfiguration service requested by the CLEC shall be subject to additional charges as outlined in pricing schedule appendix

13. OPERATOR SERVICES AND DIRECTORY ASSISTANCE

13.1. AMERITECH-WISCONSIN will provide access to operator service and directory assistance databases where technically feasible. (47 CFR § 51.319(g)). Operator Services and Directory Assistance (OS/DA) are available as described in Appendix DA, and Appendix OS.

14. SIGNALING NETWORKS AND CALL-RELATED DATABASES

14.1. Signaling Networks and Call-Related Databases are Network Elements that include Signaling Link Transport, Signaling Transfer Points, and Service Control Points and Call-Related Databases. Access to AMERITECH-WISCONSIN's signaling network and call related databases will be provided as described in the following Appendices: SS7, LIDB AS, LIDB Service, 800, and AIN (refer to General Terms and Conditions, Section 45.7.2).

15. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

15.1. Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by AMERITECH-WISCONSIN's databases and information. AMERITECH-WISCONSIN will provide CLEC access to its Operations Support Systems Functions as outlined in Appendix OSS.

16. CROSS CONNECTS

- 16.1. Intentionally Omitted
- 16.2. Pricing for Sections 13.3, 13.4 and 13.5 for AMERITECH-WISCONSIN are provided as set forth in Appendix Pricing. For all other cross-connect pricing for AMERITECH-WISCONSIN refer to the applicable state tariff.
- 16.3. The applicable Loop cross connects to point of access for the purpose of CLEC combining a AMERITECH-WISCONSIN Loop with another AMERITECH-WISCONSIN UNE are as follows:
 - 16.3.1. 2-Wire Analog Loop to UNE Connection Methods point of access
 - 16.3.2. 4 -Wire Analog Loop to UNE Connection Methods point of access
 - 16.3.3. 2 -Wire Digital Loop to UNE Connection Methods point of access
 - 16.3.4. 4 -Wire Digital Loop to UNE Connection Methods point of access
- 16.4. The applicable Unbundled Dedicated Transport cross connects to the UNE Connection Methods point of access for the purpose of CLEC combining Unbundled Dedicated Transport to another AMERITECH-WISCONSIN UNE are as follows:
 - 16.4.1. DS-1 to UNE Connection Methods point of access
 - 16.4.2. DS-3 to UNE Connection Methods point of access
- 16.5. The applicable Switch Port cross connects to the UNE Connection Methods point of access for the purpose of CLEC combining Switch Ports to another AMERITECH-WISCONSIN UNE are as follows:
 - 16.5.1. Analog Line Port to UNE Connection Methods point of access
 - 16.5.2. ISDN Basic Rate Interface (BRI) Line Port to UNE Connection Methods point of access.
 - 16.5.3. ISDN Primary Rate Interface (PRI) Trunk Port to UNE Connection Methods point of access
 - 16.5.4. Analog DID Trunk Port

16.6. Maintenance of Elements

- 16.6.1. If trouble occurs with unbundled network elements provided by AMERITECH-WISCONSIN, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in AMERITECH-WISCONSIN's equipment and/or facilities, CLEC will issue a trouble report to AMERITECH-WISCONSIN.
- 16.6.2. CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a network element and AMERITECH-WISCONSIN dispatches personnel to the End User's premises or a AMERITECH-WISCONSIN Central Office and trouble was not caused by AMERITECH-WISCONSIN's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in the applicable state tariffs.
- 16.6.3. CLEC shall pay Time and Material charges when AMERITECH-WISCONSIN dispatches personnel and the trouble is in equipment or communications systems owned or leased by the end user, unless covered under a separate maintenance agreement.
- 16.6.4. CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.
- 16.6.5. If CLEC issues a trouble report allowing AMERITECH-WISCONSIN access to the End User's premises, AMERITECH-WISCONSIN and CLEC shall schedule an appointment for access to such End User's premises. If AMERITECH-WISCONSIN personnel are dispatched as scheduled but denied access to the premises, then Time and Material charges will apply for the period of time that AMERITECH-WISCONSIN personnel are dispatched. Subsequently, if AMERITECH-WISCONSIN personnel are allowed access to the premises, these charges will still apply.
- 16.6.6. Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of

AMERITECH-WISCONSIN performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of AMERITECH-WISCONSIN performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of AMERITECH-WISCONSIN performed other than on a normally scheduled workday.

- 16.6.7. If CLEC requests or approves a AMERITECH-WISCONSIN technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

17. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 17.1. Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.